

**REMARKS**

Claims 1- 134 are pending. By this Amendment, claims 1, 11, 16-19, 22, 27, 32-35, 38, 47, 52-55, 58, 67, 72-75, 78, 87, 92-95, 98, 114-117, 120, 125 and 130-133 are amended.

I. The Objections to Claims 16-19 and 32-35 are Obviated

Page 2 of the Office Action objects to claims 16-19 and 32-35 because it is unclear how the Applicant intends to define the terms “enhanced” or “better” as relates to the structure of the invention. Regarding claims 16, 32, 52, 72, 92, 114 and 130, the claimed snow gasket is said to include a predetermined region having an enhanced property compared to another region of the snow gasket. This enhanced property is recited to include at least one of durability, abrasion resistance and stretch. Applicant intends the use of the word “enhanced” to be consistent with its use in the application, e.g., in describing that the snow gasket may have segments with different properties such as a first portion having an improved abrasion resistance as compared to a second portion, while the second portion may have improved stretch characteristics as compared to the first portion. See, for example, page 7, lines 15-26 of the application. Applicant also intends for the term “enhanced” to be consistent with standard dictionary definitions, such as one provided by the Merriam-Webster Dictionary (1997), page 254 which defines enhanced as: “to increase or improve (as in value or desirability)” and provides the following synonyms: heighten, intensify, magnify. Thus, the phrase that the snow gasket includes a predetermined region having an enhanced property compared to another region of the snow gasket is intended to recite that a certain region of the snow gasket has an increased, improved, heightened, intensified or magnified durability, abrasion resistance, or stretch property as compared to another region of the snow gasket.

Claims 17-19, 33-35, 53-55, 73-75, 93-95, 115-117 and 131-133 are amended to eliminate the use of the word “better.” These claims are amended to recite that a portion of the snow gasket has improved properties as compared another portion or portions of the snow gasket. Thus, a portion said to have improved stretch properties as compared to another portion would be more stretchable or resilient than the portion to which it is compared. Likewise, a portion said to have improved abrasion resistance or durability properties as

compared to another portion would be more abrasion resistant or more durable than the portion to which it is compared.

In view of the above clarifications and amendments, withdrawal of the objections to claims 16-19 and 32-35 is requested.

## II. Claims 1-134 Define Patentable Subject Matter

Page 3 of the Office Action rejects claims 1-3, 5-11, 13-20, 22-27, 29-36, 38-47, 49-56, 58-67, 69-76, 78-87, 89-96, 98, 100, 103-109 and 111-118 under 35 U.S.C. §102(b) over U.S. Patent 6,138,384 to Messmer. Page 5 of the Office Action rejects claims 4, 99, 101, 102, 120-125 and 127-134 under 35 U.S.C. §103(a) over Messmer. Page 6 of the Office Action rejects claims 21, 37, 57, 77, 97 and 119 under 35 U.S.C. §103(a) over Messmer in view of U.S. Patent 6,123,354 Laughlin et al. Page 6 of the Office Action also rejects claims 12, 28, 48, 68, 88, 110 and 126 under 35 U.S.C. §103(a) over Messmer in view of U.S. Patent 6,402,164 to Gonthier. These rejections are respectfully traversed.

As an initial matter, Applicants wish to thank Examiner Campbell for the courtesies extended to Applicants' representative Mr. Hunt during the September 11, 2003 telephone interview. The substance of discussions during the interview are incorporated into the following remarks.

As was discussed during the telephone interview, Messmer does not teach or suggest any partial or complete closing of an opening in the binding 2 between the heel bar 5 and a heel-side portion of the baseplate 3. [The only partial or complete covering of this opening in Messmer results when a snowboard boot 1 is placed in the binding 2. Otherwise, the opening between the heel bar 5 and the heel-side portion of the baseplate 3 is left completely open.] Figure 1 of Gonthier shows a better view of this type of opening between the arch 4 and a rear end 9 of the base 3. Claims 1, 22, 38, 58, 78, 98 and 120 are amended to recite that a snow gasket or at least partially enclosed heel end is separate from a snowboard boot to more clearly distinguish the arrangement in Messmer in which a snowboard boot heel covers or at least partially encloses a opening at the rear of a snowboard binding.

In contrast, claim 1 recites a binding having an opening that extends between a rearward edge of the base floor and a rear support member and is adapted to receive at least a

portion of a heel end of a snowboard boot that is inserted into the binding. A snow gasket covers at least a portion of the opening to prevent snow from passing through the opening and accumulating on the base floor. Claim 1 has also been amended to positively recite that the snow gasket is separate from a snowboard boot to more clearly distinguish a situation like that shown in Figure 1 of Messmer in which a snowboard boot heel partially or completely blocks an opening between the heel bar 5 and the base 3. Messmer does not teach or suggest a snow gasket that covers at least a portion of the opening between a rearward edge of the base floor and a rear support member.

Claim 22 recites a snowboard boot binding wherein an opening extends between a heel hoop and a rearward edge of the floor, and a snow gasket mounted to the baseplate is positioned at least partially in said opening and has a floor with a bottom surface that is located above a bottom surface of the rearward edge of the baseplate floor. The snow gasket is separate from a snowboard boot. As discussed above, Messmer does not teach or suggest a snow gasket positioned at least partially in an opening between a heel hoop and rearward edge of a baseplate floor where the snow gasket is separate from a snowboard boot.

Claim 38 recites a snowboard boot binding having a baseplate with an at least partially enclosed heel end, separate from a snowboard boot, with a heel-end floor having a bottom surface that is adapted to receive at least a portion of a heel end of a snowboard boot. The bottom surface of the heel-end floor extends above a bottom surface of the baseplate floor at the planar mid-foot region. Although Messmer discloses an at least partially enclosed heel end by virtue of the heel bar 5, Messmer does not teach or suggest the claimed heel-end floor having a bottom surface that is adapted to receive at least a portion of a heel end of a snowboard boot and that extends above a bottom surface of the baseplate floor at the planar mid-foot region.

Claim 58 recites a snowboard boot binding having a baseplate with an at least partially enclosed heel end separate from a snowboard boot that has a variable shape. This claim, for example, would cover an arrangement in which a snow gasket is made of a compliant or stretchable material that conforms to a heel of a snowboard boot when mounted in the binding. Messmer does not teach or suggest any at least partially enclosed heel end of a snowboard boot binding that has a variable shape.

Claim 78 recites a snowboard boot binding including an at least partially enclosed heel end separate from a snowboard boot that is adapted to receive at least a portion of a heel end of a snowboard boot inserted into the binding. The at least partially enclosed heel end is formed from a different material than any of the medial sidewall, lateral sidewall and floor mid-foot regions of the baseplate. Messmer does not teach or suggest an arrangement in which an at least partially enclosed heel end is formed from a different material than the sidewalls or floor mid-foot regions of a baseplate.

Claim 98 recites a snowboard boot binding including a snow gasket attached to the baseplate and extending at least partially between the heel hoop and the baseplate floor. The snow gasket is a distinct and independent component from the heel hoop and baseplate floor and is separate from a snowboard boot. Messmer does not teach or suggest any component separate from a snowboard boot and independent of a heel hoop and baseplate floor that extends at least partially between a heel hoop and baseplate floor.

Claim 120 recites covering at least a portion of an opening extending between a heel hoop and a rearward edge of a baseplate floor in a snowboard boot binding with a snow gasket separate from a snowboard boot to prevent snow from passing through the opening and accumulating on the baseplate floor. As discussed above, Messmer does not teach or suggest covering any such opening with any component other than a snowboard boot heel.

Accordingly, claims 1, 22, 38, 58, 78, 98 and 120 are allowable for at least the reasons set forth above. Claims 2-21, 23-37, 39-57, 59-77, 79-97, 99-119 and 121-134 are allowable for at least the reasons that they depend from an allowable independent claim. Accordingly, withdrawal of the §102 and 103 rejections of claims 1-134 is requested.

### III. Conclusion

Accordingly, this application is in condition for allowance. Favorable consideration and prompt allowance of claims 1-134 is requested. Should the Examiner believe that anything further is desirable to place the application in better condition for allowance, the Examiner is invited to contact the Applicants' undersigned representative at the telephone number listed below.

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If this response is not considered timely filed and if a request for an extension of time is otherwise absent, Applicants hereby request any necessary extension of time. If there is a fee occasioned by this response, including an extension fee, that is not covered by an enclosed check, please charge any deficiency to Deposit Account No. 23/2825.

Respectfully submitted,

*G. Scott Taylor, et al., Applicants*

By: 

Robert E. Hunt, Reg. No. 39,231  
WOLF, GREENFIELD & SACKS, P.C.  
600 Atlantic Avenue  
Boston, Massachusetts 02210-2211  
Telephone: (617) 720-3500  
Representative for Applicant

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